

AMERITECH BONA FIDE REQUEST FORM -- #2 Interim Solution

1) Requested By

ICG Telecom Group, Inc.  
(Company Name)

5525 Cloverleaf Parkway  
Valleyview, OH 44125  
(Address)

Peter H. White  
(Contact Person)

216-377-3030  
(Facsimile Number)

216-377-3040  
(Phone Number)

12/5/97  
(Date of Request)

\_\_\_\_\_  
(Optional: E-mail Address)

2) Description of the network interconnection capability, function, system, element, or feature, or combination requested (use additional sheets of paper to describe the requested service, if necessary):

**ANSWER:**

ICG wishes to purchase a modified product/service. Essentially, ICG wishes to access an unbundled loop at the Network Interface Device ("NID") at the premises served by the loop and use the wire pair connecting that building NID to the NID in the telephone closet on the floor where the customer is located. This would allow ICG to access building inside wire pairs in order to serve ICG customers in the building by connecting the customers to ICG electronics in the building. This product/service would only be applicable in multi tenant, multi customer buildings where Ameritech has placed the NID on numerous floors and asserts that it has the legal right to control access to the building riser cable. Single tenant and single level buildings have only one NID and therefor, the NID to NID connection is not required.

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3) Is this a request for a modification or combination of existing services or network elements? If so, please explain the modification or combination and describe the existing services or element(s) or indicate its name.

ANSWER:

ICG understands that Ameritech views this as a modification of the standard unbundled loop which originates at the LSO (Local Service Office) Main Distribution Frame and terminates at the NID nearest the customer location; and that this new product/service will create an Unbundled loop that is accessed at three points rather than the standard two. While ICG disagrees with Ameritech's position, it is willing to proceed on an interim basis as a means of obtaining access to its customers.

4) Is this a service or network element available from any other source or a service or network element already offered by Ameritech? If yes, please provide source's name and the name of the service or network element.

ANSWER:

Since Ameritech claims ownership and control of the riser cable in multi tenant, multi story buildings, there is no other company that provides this service. Some situations could be satisfied by ICG placing their own cable between floors.

5) Is there anything custom or special about the manner that you would like this feature, function or combination to operate?

ANSWER:

ICG is not requesting any special feature or functionality. We simply require standard copper pairs between floors in multi tenant buildings where Ameritech claims ownership and control of the riser cable.

6) If possible, please include a drawing or illustration of how you would like the request to operate and interact with the network.

ANSWER:

See attached.

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7) Please describe the expected location life, if applicable, of this capability (i.e., period of time you will use it). Do you view this as a temporary or long range arrangement?

ANSWER:

This is an interim solution with an indefinite location life. Since Ameritech claims ownership and control of the riser cable in multi tenant, multi story buildings, this product will be frequently required. Our long term position is that ICG should be permitted to purchase wire pairs that originate at a NID in a building and end at another NID in the same building.

8) If you wish to submit this information on a non-disclosure basis, please indicate this here. If non-disclosure is requested, either attach a prepared Ameritech non-disclosure agreement, or request one to be sent to you for completion or identify an existing agreement that covers this transaction, and properly identify any information you consider confidential.

ANSWER:

Not required.

9) Where do you want this capability deployed?

A) States (Check as many as apply):

\_\_\_\_\_ Illinois  
\_\_\_\_\_ Indiana  
\_\_\_\_\_ Michigan  
\_\_\_\_\_ X Ohio  
\_\_\_\_\_ Wisconsin

\* Since separate agreement and rules apply in each state, a separate BFR Form and, if applicable, deposit is required for each state for which you wish to have Ameritech process the BFR.

B) Major metropolitan area(s), in the state included above (Please list area name):

## AMERITECH BONA FIDE REQUEST FORM -- #2 Interim Solution

### ANSWER:

This product/service will be required in Cleveland, Akron, Columbus and Dayton, including the surrounding communities.

C) Specific wire centers (use a separate document if necessary) or other points of interconnection or access where this capability is desired:

### ANSWER:

Ameritech's wire centers are not implicated since the service/product involves only building wire. But building wire in buildings served by all Ameritech wire centers in the above geographical territories will be involved.

10) What is the expected demand for each location, e.g., estimated number of customers, subscriber lines, number of units to be ordered?

Location	Estimate of demand/units
Cleveland	3,000 to 5,000 pairs
Akron	1,000 to 3,000 pairs
Columbus	3,000 to 5,000 pairs
Dayton	2,000 to 4,000 pairs

The above figures are for the first 18 to 36 months.

11) What are your pricing assumptions? In order to potentially obtain lower non-recurring or recurring charges you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets if necessary).

### ANSWER:

At most, ICG would expect to pay no more than a reasonable non-recurring fee based upon costs incurred by Ameritech as a result of ICG's cut over of the pairs.

12) Please include any other information that could be of assistance to Ameritech in the evaluation of this service request:

## AMERITECH BONA FIDE REQUEST FORM -- #2 Interim Solution

### ANSWER:

None.

13) Please classify the regulatory nature of your request (Check One):

- \_\_\_\_\_ Request for interconnection.
- \_\_\_\_\_ Request for a new network element.
- \_\_\_\_\_ Request for a combination of network elements.
- \_\_\_\_\_ Request for Physical Collocation where there is no space available for either physical or virtual collocation in the requested Ameritech Central Office.
- X   New service or capability that does not fit into any of the above categories.

14) What problem or issue do you wish to solve? Why is it necessary for you to obtain this feature or if it were unavailable, how would it impair your ability to provide your services?

### ANSWER:

Absent provision for the above service at a reasonable cost, ICG will be denied access to its customers.


15) Preliminary analysis cost payment option (check one):

- \_\_\_\_\_ \$2,000 deposit per state included with request under the understanding that my responsibility for Ameritech's costs shall not exceed this deposit for the preliminary analysis during the first 30 days.
- X   No deposit is made and (Requesting Carrier Name) agrees to pay Ameritech's total preliminary analysis costs incurred until I cancel the request.

AMERITECH BONA FIDE REQUEST FORM — #2 Interim Solution

By submitting this request, except as provided, we agree to promptly compensate Ameritech for any costs it incurs in processing this request, including costs of analyzing, developing, provisioning, or pricing the request, until the Ameritech BFR Manager receives our written cancellation. We also agree to compensate Ameritech for such costs in accordance with the attached practice, if we fail to authorize Ameritech to proceed with development within 30 days of receipt of the 30-day notification, or we fail to order the service within 30 days, in accordance with the final product quotation.

ICG TELECOM GROUP, INC.

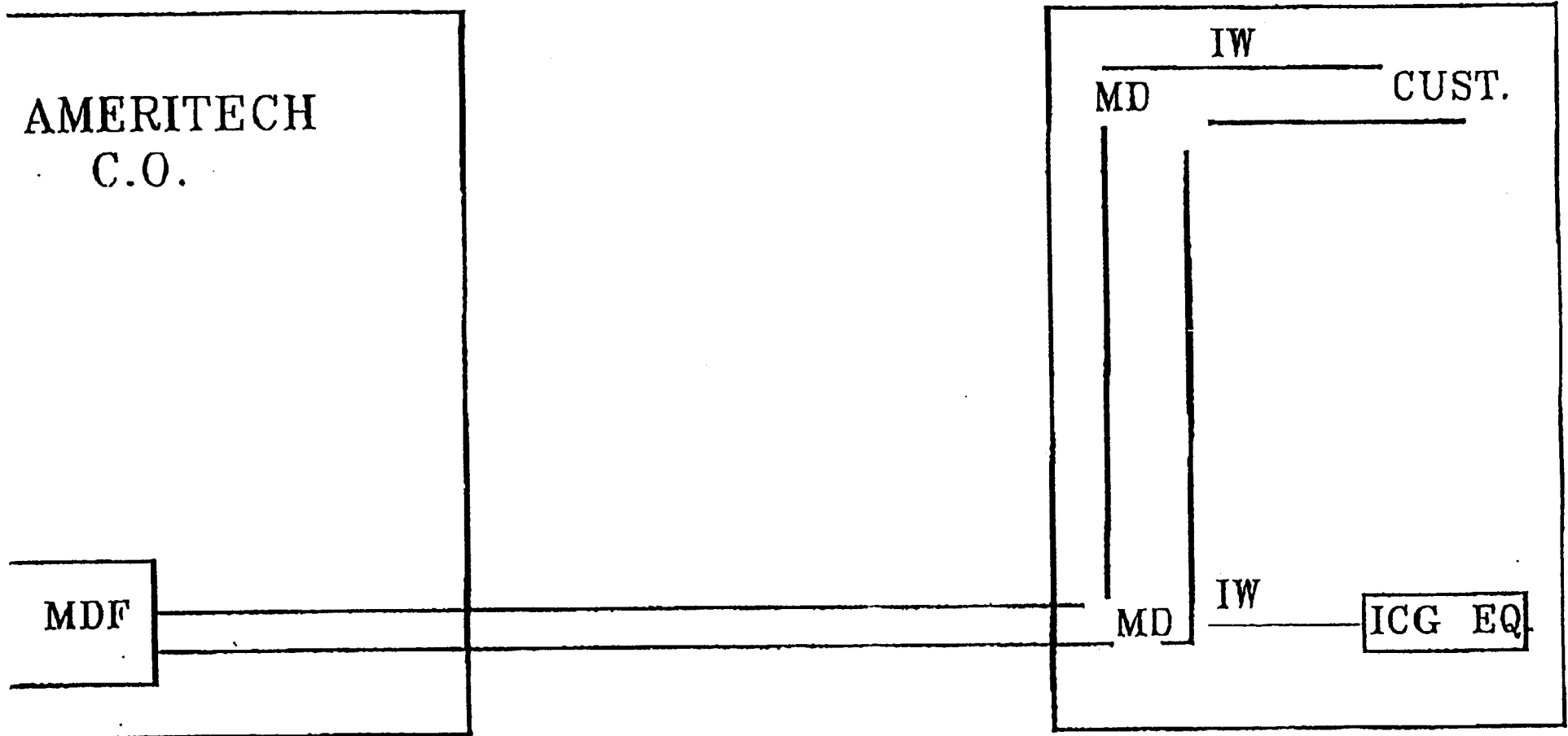
By:   
Peter H. White

Its: Vice President of Operations, Ohio

Dated: December 5, 1997

**ATTACHMENT TO #6**

# CUSTOM UNBUNDLED LOOP



#541





## AMERITECH BONA FIDE REQUEST FORM

Ameritech's standard time and material charges to have your technicians perform these activities.

3) Is this a request for a modification or combination of existing services or network elements? If so, please explain the modification or combination and describe the existing services or element(s) or indicate its name.

ANSWER:

ICG views this as nothing more than the purchase of wire pairs. This product/service will originate at a NID within a multi story, multi tenant building and will end at another NID within the same building.

4) Is this a service or network element available from any other source or a service or network element already offered by Ameritech? If yes, please provide source's name and the name of the service or network element.

ANSWER:

No.

5) Is there anything custom or special about the manner that you would like this feature, function or combination to operate?

ANSWER:

ICG is not requesting any special feature or functionality. We simply require standard copper pairs between floors in multi tenant buildings where Ameritech asserts ownership of the riser cable and asserts the legal right to control access to the wire pairs in the inside building wire.

6) If possible, please include a drawing or illustration of how you would like the request to operate and interact with the network.

ANSWER:

See attached.

## AMERITECH BONA FIDE REQUEST FORM

7) Please describe the expected location life, if applicable, of this capability (i.e., period of time you will use it). Do you view this as a temporary or long range arrangement?

ANSWER:

This is a long term solution with an indefinite location life. Since Ameritech claims ownership and control of the riser cable in multi tenant, multi story buildings, this product will be frequently required and utilized through the life of our contract to serve our customers in these types of buildings.

8) If you wish to submit this information on a non-disclosure basis, please indicate this here. If non-disclosure is requested, either attach a prepared Ameritech non-disclosure agreement, or request one to be sent to you for completion or identify an existing agreement that covers this transaction, and properly identify any information you consider confidential.

ANSWER:

Not required.

9) Where do you want this capability deployed?

A) States (Check as many as apply):

_____	Illinois
_____	Indiana
_____	Michigan
<u>  X  </u>	Ohio
_____	Wisconsin

\* Since separate agreement and rules apply in each state, a separate BFR Form and, if applicable, deposit is required for each state for which you wish to have Ameritech process the BFR.

B) Major metropolitan area(s), in the state included above (Please list area name):

ANSWER:

This product/service will be required in Cleveland, Akron, Columbus and Dayton, including the surrounding communities.

## AMERITECH BONA FIDE REQUEST FORM

C) Specific wire centers (use a separate document if necessary) or other points of interconnection or access where this capability is desired:

**ANSWER:**

Ameritech's wire centers are not implicated since the service/product involves only building wire. But building wire in buildings served by all Ameritech wire centers in the above geographical territories will be involved.

10) What is the expected demand for each location, e.g., estimated number of customers, subscriber lines, number of units to be ordered?

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Dayton	2,000 to 4,000 pairs

The above figures are for the first 18 to 36 months.

11) What are your pricing assumptions? In order to potentially obtain lower non-recurring or recurring charges you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets if necessary).

**ANSWER:**

At most, ICG would expect to pay no more than a reasonable non-recurring fee based upon costs incurred by Ameritech as a result of ICG's cut over of the pairs.

12) Please include any other information that could be of assistance to Ameritech in the evaluation of this service request:

**ANSWER:**

None.

13) Please classify the regulatory nature of your request (Check One):

## AMERITECH BONA FIDE REQUEST FORM

- \_\_\_\_\_ Request for interconnection.
- \_\_\_\_\_ Request for a new network element.
- \_\_\_\_\_ Request for a combination of network elements.
- \_\_\_\_\_ Request for Physical Collocation where there is no space available for either physical or virtual collocation in the requested Ameritech Central Office.
- X   New service or capability that does not fit into any of the above categories.

14) What problem or issue do you wish to solve? Why is it necessary for you to obtain this feature or if it were unavailable, how would it impair your ability to provide your services?

### ANSWER:

Absent provision for the above service at a reasonable cost, ICG will be denied access to its customers.

15) Preliminary analysis cost payment option (check one):

- \_\_\_\_\_ \$2,000 deposit per state included with request under the understanding that my responsibility for Ameritech's costs shall not exceed this deposit for the preliminary analysis during the first 30 days.
- X   No deposit is made and (Requesting Carrier Name) agrees to pay Ameritech's total preliminary analysis costs incurred until I cancel the request.

## AMERITECH BONA FIDE REQUEST FORM

By submitting this request, except as provided, we agree to promptly compensate Ameritech for any costs it incurs in processing this request, including costs of analyzing, developing, provisioning, or pricing the request, until the Ameritech BFR Manager receives our written cancellation. We also agree to compensate Ameritech for such costs in accordance with the attached practice, if we fail to authorize Ameritech to proceed with development within 30 days of receipt of the 30-day notification, or we fail to order the service within 30 days, in accordance with the final product quotation.

ICG TELECOM GROUP, INC.

By: 

Peter H. White

Its: Vice President of Operations, OhioDate: December 5, 1997

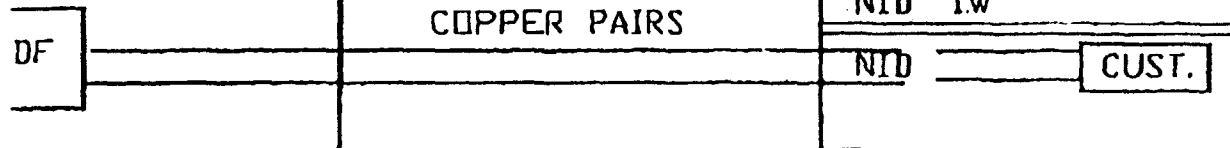
**ATTACHMENT TO #6**

# NID-NID INTRA BLDG. PAIRS

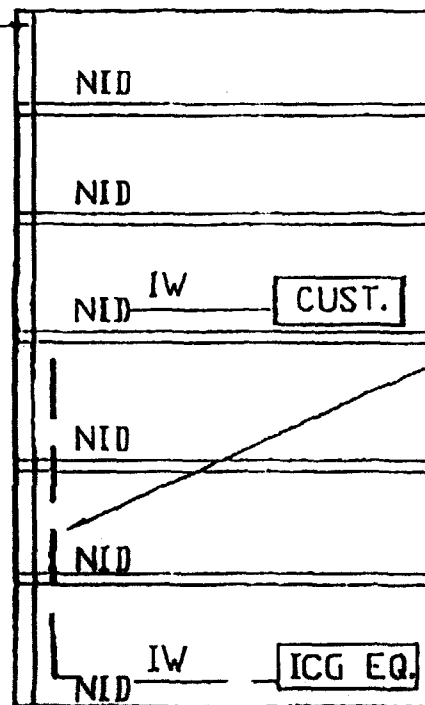
MERITECH  
C.O.

STANDARD UNBUN-  
DLED LOOP

MULTI STORY/TENANT BLDG.



RISER CABLE



DESIRED NID-NID INTRA  
BLDG. PAIRS



Ameritech.

December 18, 1997

Mr. Peter White  
ICG Telecom Group, Inc.  
5525 Cloverleaf Parkway  
Valleyview, OH 44125

Via FAX & US Mail

Dear Mr. White,

Ameritech received (via FAX) your Bona Fide Requests (BFRs) on December 5, 1997 for what ICG characterizes as a "NID (Network Interface Device) to NID Intra Building Connection". Before Ameritech can respond to ICG's request Ameritech feels it necessary to clarify certain of ICG's characterizations. First, the configuration and status of building cable and inside wire in each building location is different, and therefore possible service configurations and rates at each location will differ. For that reason, Ameritech cannot process your request as applicable to all locations. Rather, Ameritech understands that you are seeking service at Cleveland's Terminal Tower Building and will base its following response on that location.

Second, ICG uses the terms "building cable" and "inside wire" interchangeably both in its BFR and cover letter. Within the telecommunications industry, there are distinct definitions for these terms. Building cable refers specifically to regulated, capitalized outside plant cable, Account 2426, Intra-Building Cable, placed by Ameritech, which extends within a building (on the Ameritech or network side of the Network Interface) all the way to the Network Interface (often located on various floors in a multiple tenant building) and is capitalized to Ameritech's regulated plant account per FCC and Ohio regulations. Inside wire, on the other hand, refers specifically to wire placed on the customer side of the Network Interface, owned and controlled by the building or premises owner and placed by a vendor of the owner's choice. As you can tell, these terms are not interchangeable and it is important to be accurate and precise when using them to describe a facility.

Third, Ameritech neither improperly "claims nor asserts" that it owns the building cable as stated by ICG in its responses to BFR questions 2, 5 and 7. As discussed on



December 2, 1997 (Ameritech/ICG Conference call referenced in ICG's cover letter to the BFRs), Ameritech does own this cable. The cable ICG is requesting to access in Cleveland's Terminal Tower Building is building cable extending (within the building) from the premises MDF located on the 2<sup>nd</sup> floor to a Network Interface location on a specific floor of this multi-tenant building. As such, this cable was placed by and is owned and controlled by Ameritech. (And it is duly recorded in the appropriate Part 32 Account on Ameritech's books.). ICG's access to this cable would be access to Ameritech's building cable and NID, not a NID to NID connection as described by ICG, because the cable between the second floor building MDF and the NID on each floor is Ameritech's building cable not the building owner's inside wire.

Since there is no Network Interface on the second floor of the Terminal Tower Building, for ICG to make a NID to NID connection as "requested" in its BFR, ICG would have to extend its outside plant cable through spare building riser conduit to the specific floor and terminate that cable on an ICG provided NID which could then be connected to Ameritech's NID on that floor for access to the customer's premises or inside wire. This NID to NID configuration is available, per the Ameritech/ICG Interconnection Contract, without a BFR. Alternatively, if ICG were to extend its outside plant to the specific floor of the building where it has customers, it could place its own intra-building cable in spare building riser conduit and terminate it directly to the customer's premises without the need to access Ameritech's NID.

In addition, as described earlier Ameritech is only able to respond to this type of BFR based upon the circumstances at a single location where ICG provides specific information about its desired facility configuration and not for to all multi-tenant buildings in the Cleveland, Akron, Columbus and Dayton Metropolitan areas as implied by ICG's answer to question number 10 on the BFR form. This is because the type of configuration, i.e., placement of the Network Interface, varies on a building-by-building basis due to such factors as age of construction, building layout and modifications, plant placement and upgrades over time, evolving Network Interface technology, changes in regulation and the building owner's position with regard to the location of the Network Interface and any attendant responsibility for the maintenance of building inside wire.

Based on the foregoing and the December 2, 1997 conference call, Ameritech will consider ICG's BFRs as a request for access to the building cable portion of Ameritech's outside plant in the Cleveland Terminal Tower Building and determine the cost of the BFRs accordingly since this is the only specific location in which ICG has expressed an interest. If ICG no longer requires the capability requested under its BFRs for the Cleveland Terminal Tower Building, please notify me in writing, indicating that ICG does not require further processing of these BFRs.

For the reasons expressed above and per the Ameritech/ICG Interconnection Agreements, any requests for access to building cable in additional buildings will require ICG to complete a BFR for each specific location. Each building location will require an on site investigation to determine possible access points and feasibility of building cable access,

resulting in varying costs. In order to provide ICG the capability to access Ameritech's building cable at a specific building location, any further BFRs should provide the building address, number of pairs required and the specific building areas where ICG would like access to Ameritech's building cable pairs so as to minimize the work and cost associated with processing any BFR.

Also, Ameritech believes that there is little difference between the two BFRs submitted by ICG and that the two BFRs are essentially requesting access to the same Ameritech building cable facilities. For this reason and the above discussion regarding ICG's incorrect perceptions about the nature of Ameritech's building cable, Ameritech will consider ICG's BFRs as a single request for access to Ameritech building cable at Cleveland's Terminal Tower Building.

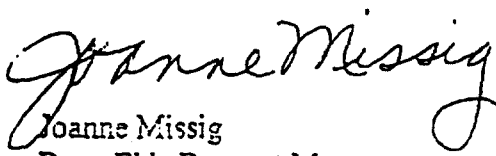
With the modifications described above, your BFR will be considered complete. The following dates have been assigned to the various stages for the processing of your request:

	<u>Date Response Required to ICG Telecom Group, Inc.</u>
Acknowledgment of receipt of your completed request (10 business days)	12/19/97
Completion of Initial Evaluation of BFR (30 days)	01/05/98
Completion of Any Additional Product Development Work - If Required (90 days)	04/03/98

As per your discussion with Neil Cox, Ameritech will endeavor to process your request as quickly as possible.

If you have any further questions or need to check status of your request, please feel free to contact me at (248)443-9900 or by facsimile at (248)483-3738.

Sincerely,

  
Joanne Missig  
Bona Fide Request Manager

cc: Quentin Patterson



December 23, 1997

Ms. Joanne Missig  
 Bona Fide Request Manager  
 Ameritech Information Industry Services  
 Room A-106  
 23500 Northwestern Highway  
 Southfield, Michigan 48075

Dear Ms. Missig:

This letter responds to your letter of December 18, 1997 regarding the Bona Fide Requests ("BFRs") submitted by ICG. It also incorporates the results of a call that I had with you and one of your OSP engineers on December 18, 1997.

As to your letter's first point, I believe that after our conversation it is clear that ICG is making a *general* request for access to "building cable"; ICG's request is not limited to the Cleveland Terminal Tower Building. ICG requires the capability to be able to use "building cable" in all multi-tenant, multi-story buildings.

As to your second point regarding the distinction between "building cable" and "inside wire", ICG is willing to work with the distinction you have made. For the record, the distinction you have drawn between Intra-Building Cable contained in Account 2426 and inside wire, formerly contained in Account 244, has, as an operational matter, been all but obliterated by FCC decisions. These decisions allow, indeed in many cases compel, the demarcation point to be placed at a point where wiring formerly contained in Account 2426 (what you refer to as "building-cable") is converted, in essence, to "inside wire" by virtue of now being located on the customer side of the demarcation point and Network Interface.<sup>1</sup> But if it will facilitate progress in these discussions, ICG is happy to accommodate your nomenclature.

<sup>1</sup> In the last sentence of the second full paragraph on page 2 of your letter, you recognize the artificiality of the distinctions you have drawn. You refer to "building inside wire." Of course, in the artificially dichotomous world of the first paragraph of your letter, where there is only "building cable" *or* "inside wire," there could be no such thing as "building inside wire."

*An ICG Communications Company*

5525 Cloverleaf Parkway • Valley View, Ohio 44125 • (216) 577-3000 • Fax (216) 577-3030

As to your third point, "that Ameritech neither improperly claims nor asserts" that it owns the building cable," the BFR simply states that Ameritech *does* claim and assert that it owns the building cable; the characterization that Ameritech "improperly" make this assertion and claim is yours. In any event, I think we will have to leave it to the lawyers and regulators to decide what is proper or improper.

You then go on to discuss two alternatives: for ICG to extend its network through spare conduit to the specific floor and then connect Ameritech's NID to an ICG NID or for ICG to extend its outside plant to the specific floor of the building where it has customers. Of course, if ICG pursued either of these alternatives, it would not necessarily need to use the "building cable" to which Ameritech is denying ICG access or Ameritech's NID. The purpose of the BFR is to gain access to the "building cable", and while ICG is appreciative of your suggestion of alternatives, it is ICG's belief that the best course here is to expedite the processing of the BFR.

As mentioned above, ICG is making a general request, i.e., submitting a general BFR. It is a matter of indifference to ICG whether you characterize the product ICG is requesting, on the one hand, as access to "building cable," from an MDF to the Network Interface or, on the other hand, as access to "building cable" for a Network Interface Device ("NID") to NID connection; this issue need not detain the processing of ICG's BFR. ICG is requesting access to Ameritech "building cable:" from Ameritech's "building NID" to the NIDs on individual floors; or from the MDF to the NID on individual floors; or from whatever termination and/or connection point Ameritech has for distribution of its outside plant to "building cable" to the NIDs contained on the floors or the telephone closets of buildings. Obviously, the request only applies where Ameritech in fact is "claiming or asserting" the right to control the "building cable", and does not arise where the building owner has assumed "responsibility for the maintenance of *building inside wire*."<sup>2</sup>

The remainder of the substantive discussion of your letter essentially reiterates your position that the BFRs submitted by ICG are going to be treated as one BFR for a particular location, i.e., Cleveland's Terminal Tower. As I mentioned above, I believe we have clarified that ICG's requests are to be treated as generalized requests for access to "building cable" where Ameritech claims or asserts ownership and/or the right to control access to the "building cable."

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<sup>2</sup> I have added the italics to this quotation from page 2 of your letter. See note 1, above.

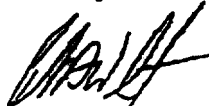
ICG recognizes that it is Ameritech's captive in terms of Ameritech's compliance with the time table set forth in your letter. ICG, nonetheless, requests expedition for the BFRs so that we do not have to wait until April to begin to access "building cable."

In this connection, I reiterate that there are two BFRs. One BFR is for an interim solution whereby ICG accesses an unbandled loop, which ICG purchases from Ameritech, at the "technically feasible point" of the "building NID," or MDF, or where outside plant is distributed to building cable. The other BFR is for the product described in this letter.

Finally, even assuming there is some "unique aspect" to every building, Ameritech is capable of developing "standard rates" that average the costs between buildings, or Ameritech can develop a tariff that allows for unique construction charges and/or enables Ameritech to decline to provide access to building cable, if facilities do not exist in the building.

Thank you very much for your consideration in this matter. If you have any questions please feel free to contact the undersigned at (216) 377-3040.

Sincerely,



Peter White

AHK/nw  
cc: Quentin Patterson

Ameritech

January 5, 1998

Mr. Peter White  
ICG Telecom Group, Inc.  
5525 Cloverleaf Parkway  
Valleyview, OH 44125

Via FAX & US Mail

Dear Mr. White,

On December 18, 1997 Ameritech provided its written confirmation of receipt of ICG's Bona Fide Requests dated December 5, 1997 and Ameritech's understanding of those BFRs based on the information contained in the BFR forms and conversations with Ameritech's ICG Account Manager and other Ameritech personnel who participated in November 28 and December 2, 1997 phone calls between our companies. Ameritech's letter also provided the dates assigned to the processing of ICG's BFRs based on Ameritech's understanding of those requests as submitted on December 5, 1997.

Since the December 18 letter there have been two substantive communications between our companies, a telephone conversation on December 19 and your letter of December 23, 1997. Your letter of December 23 has left Ameritech confused with regard to just what ICG is requesting in its December 5, 1997 BFRs since it conflicts with our earlier conversations.

Furthermore, after discussing our telephone conversation of December 19 and your latest letter with some of the participants in the November 28 telephone call, I have been informed that the same types of access to Ameritech's building cable that we discussed on December 19 were also discussed on November 28. Ameritech participates in conference calls regarding BFRs in an effort to clarify each party's understanding of the request. However, the telephone conversations between our companies, both prior to and after receipt of your December 5 BFRs, have only served to confuse Ameritech's understanding of ICG's requests especially since the types of access to building cable discussed on our calls are in direct conflict with both ICG's BFR and its December 23 letter.

During our December 19 phone conversation, ICG advised Ameritech that it was making a general request for access to Ameritech's building cable in Ohio not a request for access to building cable only in Cleveland's Terminal Tower Building. At that time, Ameritech reiterated

its position that it can only respond to ICG's type of request on a building/location specific basis because each location is unique. Also during our December 19 conversation, ICG advised Ameritech that despite Ameritech's statement to the contrary in its December 18 letter that there were two separate BFRs, one which ICG has described as an interim solution and another longer term "solution" ("long term BFR") we discussed on the phone and that is referenced in your December 23, 1997 letter. In our December 19 telephone conversation you also indicated that Ameritech's December 18 letter did not capture the real nature of ICG's requests which you said were difficult to explain in a letter and consequently went on to describe verbally.

Based on our December 19 telephone conversation, ICG indicated that its real request went far beyond its request to use Ameritech's building cable pairs between the building MDF and the Network Interface on individual floors, (as described in Ameritech's December 18 letter and confirmed in ICG's December 23 letter). Rather ICG stated that in addition to, or possibly in lieu of such normal access, it sought to gain access to Ameritech's building cable at any point (on any floor) that a building cable pair passed. Nothing in your BFR or your December 23 letter describes or contemplates this type of access.

Due to these conflicts, at this point in time, Ameritech can only respond to ICG based on the statements made in writing by ICG (the December 5 BFRs and the December 23 letter). If ICG wishes to pursue access to Ameritech's building cable at any point other than an existing cross-connection point (such as the building MDF), multiple points of access to a single loop or access to building cable in Ohio buildings other than Cleveland's Terminal Tower Building, per the Ameritech/ICG Interconnection Agreement, ICG will be required to submit additional BFRs. Further, since any wire located on the customer's side of the Network Interface is not owned or controlled by Ameritech and any work Ameritech might perform on such wire is performed on an unregulated basis, any access to or work on such wire is not covered as a part of Ameritech's response to this BFR.

At this time, Ameritech also feels compelled to respond to certain allegations in your December 23 letter.

Ameritech does not agree that there is any issue concerning its ownership and control of building cable and Ameritech's position vis à vis control of building cable in Cleveland's Terminal Tower Building given FCC (Dockets 79-105 and 88-57) and PUCO decisions regarding inside wire (IW). FCC decisions address the placement of Network Interfaces for new construction or major building renovation in multi-tenant buildings and allow for rearrangement of existing Network Interfaces in multi-tenant buildings at the request and expense of the building owner. Rearrangement/re-location of multiple Network Interfaces to a single point within a multi-tenant building transfers the responsibility for maintenance of any wire between the Network Interface location and individual tenant premises to the building owner.

In addition, in paragraph 6 (page 2) of your December 23 letter you indicate that it is a "matter of indifference to ICG whether you characterize the product ICG is requesting, on the one hand, as access to "building cable", from an MDF to the Network Interface or, on the other and, as access to "building cable" for a Network Interface Device ("NID") to NID connection". Ameritech continues to reiterate that there is a definite need to be precise in using these terms. In the first instance, access to building cable from the building MDF to the Network Interface, the cable referenced is building cable which is owned by Ameritech and the only Network Interface for any specific loop is on the floor where the ultimate (end-user) customer is located. In the second



instance, if there were a Network Interface located where the outside plant cable enters the building, all wire on the customer's side of the Network Interface would be inside wire and there would be no reason for a BFR, as access to this inside wire would be controlled by the building owner. Also the use of the term "NID to NID connection" has a specific meaning (FCC Docket 96-98 Paragraph 396) which provides for the connection of a carrier provided loop to a customer's inside wire through a carrier provided NID connected to Ameritech's NID (which is not located at the building MDF in Cleveland's Terminal Tower Building as consistently asserted by ICG).

With respect to ICG's December 5, 1997 BFR that ICG designated as "interim", Ameritech is still unable to see how accessing existing spare building cable pairs at the building MDF as described in this BFR is any different than accessing existing spare building cable pairs in your other BFR which ICG has described as "NID (Network Interface Device) to NID Intra Building Connections". Our December 19 telephone conversation further confused this issue for Ameritech. Thus, Ameritech does not believe that it has sufficient information to process this "interim" BFR as separate from ICG's other BFR.

In response to ICG's long term BFR which requests the use of individual building cable pairs from Ameritech, it is generally technically feasible for ICG to gain access to existing spare building cable pairs in Cleveland's Terminal Tower Building. Access to Ameritech's existing spare building cable pairs in Cleveland's Terminal Tower Building may only be obtained at the building MDF and would run to the specific Network Interface involved. However, such individual pairs are not available for purchase by ICG, as Ameritech does not sell the individual cable pairs from a larger cable. However, in appropriate circumstances, Ameritech will make existing spare cable pairs available for use at cost based rates (including appropriate joint and common costs).

In response to ICG's desire for Ameritech to process its December 5 BFR as a generic request for access to building cable in all Ohio buildings, Ameritech can not accommodate ICG's request. For the reasons specified in Ameritech's December 18 letter, namely, "because the type of interface, i.e., placement of the Network Interface, varies on a building-by-building basis due to such factors as age of construction, building layout and modifications, plant placement and upgrades over time, evolving Network Interface technology, changes in regulation and the building owner's position with regard to the location of the Network Interface and any attendant responsibility for the maintenance of building inside wire" and per the Ameritech/ICG Interconnection Agreement, requests for access to building cable in multiple buildings will require ICG to complete a BFR for each specific location so that Ameritech may determine the technical feasibility of ICG's request at that location and the cost to provide such requests if technically feasible to do so. To minimize the work and cost associated with processing any further BFRs, ICG should provide the building address, number of pairs required and the specific building areas where ICG requires access to Ameritech's building cable.

This letter represents the conclusion of Ameritech's initial assessment of technical feasibility for ICG's long term BFR. Ameritech's costs to process this BFR, including on-site investigation of the building cable layout at Cleveland's Terminal Tower Building by the local Outside Plant Engineer and Ameritech personnel responsible for developing Ameritech's operating practices, through today is \$2,811.00.